

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA

SANDY KNIGHT,	*	
	*	
Plaintiff,	*	
	*	CIVIL ACTION NO.
VS.	*	
	*	
BEALL'S OUTLET, INC.,	*	
	*	
Defendant.	*	

COMPLAINT

COMES NOW the Plaintiff, SANDY KNIGHT, who brings this action to recover unpaid overtime compensation and other damages due her under the Fair Labor Standards Act of 1938 as amended, and under Georgia law, and shows the Court as follows, to-wit:

1. Jurisdiction of this action is conferred upon the Court by Section 16(b) of the Fair Labor Standards Act, as well as by 28 USC § 1337.

2. The Defendant, BEALL'S OUTLET, INC., is a Corporation with a place of business in Wayne County, Georgia, where the Plaintiff was employed.

3. The Defendant was, at all times mentioned herein, "an enterprise engaged in commerce", as defined in the Fair Labor Standards Act.

4. The Plaintiff is a resident of Wayne County, Georgia, who was formerly employed with BEALL'S OUTLET, INC., commencing in March, 2009, and continuing until March, 2015. The Plaintiff's employment was based in Wayne County, Georgia, although the Plaintiff was sent to other locations of the Defendant in Georgia, as well as

to other business locations of the Defendant in other states, including West Virginia.

5. During the time that the Plaintiff was employed by the Defendant and while holding the position of manager, the Plaintiff worked a substantial amount of overtime, for which the Plaintiff has not been compensated.

6. The Plaintiff should have been paid the regular hourly rate for all of such hours, plus an overtime premium of one-half of the hourly rate for each hour worked in excess of forty hours in any given week, since no exemption from the overtime requirements of the FLSA applied to the Plaintiff.

7. The Defendant has failed to pay the Plaintiff overtime compensation as required by law, and has failed and refused to pay the Plaintiff overtime as required by law after receiving the Plaintiff's demand for said payment.

8. Because the Defendant has not acted in good faith, the Plaintiff is entitled to recover as liquidated damages an amount equal to the total amount of unpaid wages and overtime which the Defendant owes the Plaintiff for all weeks during which the Plaintiff worked for the Defendant.

9. It has been necessary for the Plaintiff to have the services of an attorney to institute and prosecute this action against the Defendant, and the Plaintiff has

employed the attorney now appearing herein on her behalf. The Plaintiff will be required to expend reasonable attorney's fees for said attorney in the interest of this action, and to expend other costs and expenditures necessarily incurred, and the Plaintiff has agreed to pay said attorney for his services herein.

10. The Defendant should be required to pay the Plaintiff's reasonable attorney's fees and the other costs, all is authorized by the Fair Labor Standard Act.

11. The Plaintiff also shows that the failure of the Defendant to pay the Plaintiff for all of her hours worked constitutes a breach of contract, and the Plaintiff is entitled to recover for unpaid wages she was entitled to receive, as well as for all accumulated sick leave, vacation pay, and other benefits of employment.

Wherefore, the Plaintiff prays:

A. That the Defendant's agent be served with a summons and copy of this Complaint, requiring the Defendant to answer said Complaint;

B. That the Plaintiff have and recover from the Defendant all unpaid wages and overtime, along with liquidated damages, all as provided by the Fair Labor Standard Act and the laws of the State of Georgia, as well as her reasonable attorney's fees; and

C. For a trial by jury; and

D. For such other and further relief as to the Court may seem just and proper.

This the 23rd day of November, 2015.

A handwritten signature in black ink, appearing to read 'W. Douglas Adams', is written over a horizontal line.

W. DOUGLAS ADAMS  
ATTORNEY FOR PLAINTIFF

1829 Norwich Street  
Post Office Box 857  
Brunswick, Georgia 31521-0857  
(912) 265-1966